

ARTICLE XVI

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2017, and thereafter extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be reopener negotiations as follows:

At any time after April 1, 2015 and April 1, 2016, each party shall be entitled to reopen negotiations regarding Article XII (Salaries) and/or furloughs and other compensation subjects; and also two additional (2) Articles. All such negotiations shall commence within ten (10) days of a written request to reopen, unless there is mutual agreement for a longer period. Nothing herein shall require that a party identify all of its chosen reopeners at the same time.

2.0 Limited Negotiations: Nothing in this Article shall be read as preventing a party from reopening negotiations pursuant to the provisions of Article II, Effect of Agreement, nor shall this Article prevent the parties from, by mutual agreement, adding additional subjects for reopener negotiations. The District and AALA agree to develop a procedure for identifying items that, after initial discussions, the parties decide are appropriate for negotiations and/or consultation during the life of this Agreement.

3.0 Negotiations for Successor Agreement: Negotiations for the successor agreement to this Agreement shall commence at the request of either party any time after January 1, 2017.

4.0 Pre-July 1 Changes: The District and AALA are aware of the individual employee annual contract year, which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and AALA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with AALA to the contrary.) Such Board action shall be deemed effective as though fully implemented prior to July 1. AALA and the District agree that (a) the District may take such action prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) AALA has not waived its right to negotiate about such changes subsequent to the Board action.